

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	W912HV-17-R-0004	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	17-Apr-2017	1 OF 64

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY CONTRACTING DIVISION USACE-JAPAN DISTRICT RM 147, BLDG. 250 CAMP ZAMA ZAMA-CITY, KANAGAWA 252-8511 JAPAN TEL: 046-252-0994	CODE W912HV 8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: FAX:	
9. FOR INFORMATION CALL:	A. NAME CHRISTOPHER E TAYLOR	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 046-252-0994

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

Section 00 10 00 Contract Line Item Number (CLIN) Schedule
 Section 00 21 00 Instructions
 Section 00 22 16 Supplementary Instructions to Proposers
 Section 00 45 00 Representations and Certifications
 Section 00 70 00 Conditions of the Contract
 Section 00 73 00 Supplementary Conditions
 Division 01-32 Specifications, Sketches, ENG 4288-R Submittal Register, Exhibits, and Evaluation Orders are bound separately.

11. The Contractor shall begin performance within _____ calendar days and complete it within _____ calendar days after receiving
☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. *(See FAR 52.211-10 _____.)*

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?
(If "YES," indicate within how many calendar days after award in Item 12B.)

☒ YES ☐ NO

12B. CALENDAR DAYS

10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 4 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM *(hour)*
 local time 01 Jun 2017 *(date)*. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☐ is, ☐ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than _____ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i>										
OFFER (Must be fully completed by offeror)										
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i> 					15. TELEPHONE NO. <i>(Include area code)</i>					
					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14					
CODE		FACILITY CODE								
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>										
AMOUNTS		SEE SCHEDULE OF PRICES								
18. The offeror agrees to furnish any required performance and payment bonds.										
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>										
AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE			20C. OFFER DATE		
AWARD (To be completed by Government)										
21. ITEMS ACCEPTED:										
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA								
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)					
26. ADMINISTERED BY		CODE				27. PAYMENT WILL BE MADE BY:		CODE		
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE										
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.					
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>					
30B. SIGNATURE			30C. DATE			TEL:		EMAIL:		
					31B. UNITED STATES OF AMERICA BY			31C. AWARD DATE		

Section 00 10 00 - Solicitation, Contract Line Item Number (CLIN) Schedule

Solicitation Information

Description: The United States Army Corps of Engineers, District of Japan has a requirement to provide construction services to the Kanto Plain (Camp Zama, Sagami-hara Family Housing Area, Sagami General Depot, Yokohama North Dock and Akasaka Press Center) area on an Indefinite Delivery, Indefinite Quantity contracting vehicle.

Point of Contact:

Christopher Taylor, Contract Specialist
christopher.taylor@usace.army.mil

Requests for Information are due no later than May 11, 2017 see Section 00 21 00 for more details.

Requests for Information shall reference W912HV-17-R-0004.

NO TELEPHONE CALLS WILL BE ACCEPTED.

Section 00 10 00 - Solicitation, Contract Line Item Number (CLIN) Schedule

CONTRACT MINIMUM/MAXIMUM VALUE

(a) In accordance with the requirements of FAR 52.216-22 (Section 00 70 00), the maximum contract value of work that will be ordered through the issuance of task orders under this contract shall be **¥6,000,143,100** for the life of the contract. The Government obligates itself to order not less than **¥3,500,000** in services and not more than **¥3,551,105,100** for the base of the contract. Each option year (if exercised) the Government obligates itself to order not less than **¥3,500,000** in services and not more than **¥1,224,519,000**.

(b) The government will obligate the minimum guarantee at the time of awarding the basic contract, by issuing the evaluation orders the value of which is equal to or greater than the minimum guarantee.

(c) If the Government orders work in excess of the minimum but not up to the maximum amount as established for the life of the contract, this circumstance shall not constitute the basis for an equitable adjustment in price.

STATUTORY COST LIMITATION

Project(s) to be ordered through issuance of task order under this contract may be subject to Statutory Cost Limitations. Refer to DFARS 252.236-7006, Cost Limitation, in Section 00 73 00.

Note: * Dollar amounts specified in this solicitation and the resultant contract will be calculated based on respective fiscal years' Foreign Currency Fluctuation Defense (FCFD) budget rate and converted to Yen equivalent amount. For example, month ended 09/30/2016 FCFD budget rate for O&M (DOD) FY 2016 Budget Rate is Y121.8300. A formal FCFD budget rate will be notified to the contractor upon receipt of the official announcement.

Section 00 21 00 - Instructions

INSTRUCTIONS

1. DELIVERY OF BIDS/OFFERS

a. Each bidder/offeror is solely responsible for ensuring that their bid/offer is received by the Government as specified in the solicitation. Please read the following statements to ensure timely submittal of your bid/offer:

(1) Closely coordinate the delivery of your bid/offer in sufficient time before the bid opening date/proposal due date.

(2) Bids/offers will not be accepted at the main gate of Government facilities.

(3) Bids must be mailed to

Attention: Christopher Taylor
Contracting Division
USACE-Japan District
RM 147, BLDG. 250
Camp Zama
Zama-City, Kanagawa 252-8511
Japan

2. SOLICITATIONS FOR LOCAL SOURCES ONLY. This contract will be performed in its entirety in the country of Japan and is intended only for local sources. (See Federal Acquisition Regulation 5.202(a)(12) and Paragraph titled, "Offeror Eligibility".) (JED APR 2006)

3. SUBMISSIONS OF OFFERS IN JAPANESE YEN. Offers submitted in response to this solicitation shall be in terms of Japanese Yen, including any required bid guarantee. Offers received in other than Japanese Yen shall be rejected.

4. REQUEST FOR EXPLANATION OR INTERPRETATION. Request for explanation or interpretation of the solicitation, drawings, specifications, etc., must be submitted to the Government point of contact by

5. SIGNATURE ON OFFERS. Offers must be signed by an officer of the company or an individual who is authorized to sign offers for and on behalf of the company. An individual, other than an officer of the company, who signs an offer must submit evidence of his authority to sign such offer. This evidence must accompany the offer. Failure to comply with this requirement may be cause for rejection of the offer.

6. JOINT VENTURE. In the event the offeror is a joint venture, the offer must be signed by an authorized representative of each participant in the joint venture. Failure to comply with this requirement may be cause for rejection of the offer.

7. OFFEROR ELIGIBILITY. Only local sources will be considered under this solicitation. Local sources are sources (e.g. corporations, partnerships, or Joint Ventures [For a Joint Venture, the Joint Venture as an independent entity must satisfy the local source requirements or, in the alternative, each member of the Joint Venture must individually satisfy the local source requirements] that are physically located in Japan and authorized (i.e. licensed and registered) to perform in Japan, the type of construction work specific in this solicitation. Specifically, a prospective offeror must be duly authorized to operate and conduct business in Japan and must fully comply with all laws, decrees, labor standards, and regulations of Japan during the performance of the resulting contracts. In addition, prior to award of the contracts,

offerors must be registered with the Government of Japan to do construction work in Japan and possess necessary construction licenses and permits to perform work required under this solicitation. The U.S. Government will not offer "United States Official Contractor" status under Article XIV of the US-Japan Status of Forces Agreement (SOFA) to U.S. contractors normally resident in the United States; nor will the U.S. Government certify employees of such contractors as "Members of the Civilian Component" under Article I(b) of the SOFA.

8. DEFINITION OF THE WORDS ITEM/ITEMS.

a. This solicitation contains a base period schedule and 2 option period schedules for award to a single offeror.

b. For the purpose of this solicitation, the words "ITEM" and "ITEMS" as used in provision(s) of this section shall be construed to mean "SCHEDULE" and "SCHEDULES", respectively.

9. METHOD OF PROCUREMENT. The US Army Corps of Engineers, Japan District, intends to solicit this requirement using the source selection procedures in accordance with the provisions set forth in this Request For Proposal (RFP). Single Indefinite Delivery Indefinite Quantity (IDIQ) contract will be awarded to the offerors who submits a proposal determined to be the lowest priced, technically acceptable proposal by the Government (see Section 00 22 16).

10. PRE-AWARD SURVEYS. The Government reserves the right to conduct a preaward survey of any firm under consideration to confirm any part of the information furnished by the offeror, or to require other evidence of managerial, financial, technical, and other capabilities, the positive establishment of which is determined by the Government to be necessary for the successful performance of the contract.

11. Bidder Inquiry

Technical inquiries and questions relating to this solicitation are to be submitted via Bidder Inquiry in ProjNet at (<https://www.projnet.org>) No Later Than (NLT) **May 11, 2017**. To submit and review inquiry items, prospective vendors will need to use the Bidder Inquiry Key presented below and follow the instructions listed below the key for access. A prospective vendor who submits a comment /question will receive an acknowledgement of their comment/question via email. Another email to the same address will notify the prospective vendor once the reply is available for viewing. All timely questions and approved answers will be made available through ProjNet. Approved answers to all timely questions will also be posted in an amendment to the solicitation in the form of a report generated from ProjNet as soon as the comment/question entering period is over and all answers are finalized. In the event of a conflict between the bidder inquiry responses and the solicitation, the solicitation shall govern.

The Bidder Inquiry Key is: X3REPA-J9T28H

The Solicitation Number is : **W912HV-17-R-0004**

Specific Instructions for ProjNet Bid Inquiry Access:

1. From the ProjNet home page linked above, click on **Quick Add** on the upper right side of the screen.

2. Identify the Agency. This should be marked as **USACE**.
3. Key. Enter the **Bidder Inquiry Key** listed above.
4. Email. Enter the email address you would like to use for communication.
5. Click Continue. A page will then open saying that a user account was not found and will ask you to create one using the provided form.
6. Enter your First Name, Last Name, Company, City, State, Phone, Email, Secret Question, Secret Answer, and Time Zone. Make sure to remember your Secret Question and Answer as they will be used from this point on to access the ProjNet system.
7. Click Add User. Once this is completed you are now registered within ProjNet and are currently logged into the system.

Specific Instructions for Future ProjNet Bid Inquiry Access:

1. For future access to ProjNet, you will not be provided any type of password. You will utilize your Secret Question and Secret Answer to log in.
2. From the ProjNet home page linked above, click on **Quick Add** on the upper right side of the screen.
3. Identify the Agency. This should be marked as **USACE**.
4. Key. Enter the **Bidder Inquiry Key** listed above.
5. Email. Enter the email address you used to register previously in ProjNet.
6. Click Continue. A page will then open asking you to enter the answer to your Secret Question.
7. Enter your Secret Answer and click Login. Once this is completed you are now logged into the system.

12. PRE-PROPOSAL CONFERENCE.

a. Offerors are strongly urged and expected to attend and participate in the pre-proposal conference. The purpose of this conference is to promote uniform interpretation of the solicitation documents and work requirements and can include discussions of any problems with interpretations of the solicitation documents and work execution identified by potential offerors through written questions. In no event will a failure to attend the pre-proposal conference constitute grounds for a claim after award of the contract.

b. Offerors are encouraged to ask questions at the conference. Any questions made at the conference may or may not be addressed at the conference, but will be addressed in the minutes of the conference.

c. This pre-proposal conference and site visit will be conducted at 1300 hours on 27 April 2017. The site visit will start at the front of Bldg 645, then move to Bldg. 951. To coordinate for base access, contact Roger Riddick (Roger.K.Riddick.civ@usace.army.mil) at 046-407-4374, Lorna Alvarado (Lorna.Y.Alvarado.civ@usace.army.mil) at 046-407-8061, or Janae Ball (Janae.C.Ball.civ@usace.army.mil) at 046-407-5159.

13. ORGANIZATIONAL CONFLICTS OF INTEREST

In order to prevent a potential conflict of interest under FAR subpart 9.5, firms that prepared or assisted in preparing a statement of work, specifications, or plans for this project in any capacity (to include as a prime contractor, partner, subcontractor, or consultant) under any prior contract shall not be a bidder/offeror under this solicitation and shall not be a part of the bidder's/offeror's team in any capacity

(to include as a prime contractor, partner, subcontractor, or consultant). Failure to comply with this provision may result in termination for default.

SUPPLEMENTARY CONDITIONS

1. **PAYMENT BOND NOT REQUIRED.** Notwithstanding the requirement for the payment bond, as stipulated elsewhere in this contract, the payment bond requirement has been waived by the contracting officer.

2. **WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT).**

a. This paragraph supplements FAR Clause 52.228-3 Workers' Compensation Insurance (Defense Base Act).

b. The U.S. Army Corps of Engineers (USACE) has a blanket waiver for Japan waiving Defense Base Act (DBA) Insurance coverage. However, this waiver does not apply to any employee who is hired in the U.S., is a resident of the U.S., or is a citizen of the U.S.

c. Contractors shall procure DBA insurance coverage commercially from a DOL authorized insurance carrier unless the contractor is under a self insurance program. The DOL table of authorized carriers and self-insured employers is available at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.

3. **EVIDENCE OF PROCUREMENT.** The Contractor is required to submit within sixty (60) calendar days after receipt of Notice to Proceed, such positive evidence of procurement actions as may reasonably be required to satisfy the Contracting Officer that procurement is being prosecuted with such diligence as will insure completion of the work within the time specified. The required evidence of procurement actions may include, but is not limited to, a purchase order accepted and confirmed by the source of supply showing delivery date(s) and point(s) of delivery, supported by a firm, irrevocable letter of credit or other guarantee of payment acceptable to the supplier.

4. **GROUND-FAULT CIRCUIT INTERRUPTERS.** Ground-fault circuit interrupters for all 120-volt single phase 15- and 20-ampere receptacle outlets which are not part of the permanent wiring of the building or structure shall be provided by the Contractor in accordance with Section 11.D.05 of Engineer Manual 385-1-1.

5. **TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER**

a. This paragraph specifies the procedure for determination of time extensions for unusually severe weather in accordance with the contract clause entitled "DEFAULT (FIXED-PRICE CONSTRUCTION)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

b. The listing below defines the monthly anticipated adverse weather days for the contract period and is based upon 20th Weather Squadron (MAC), U.S. Air Force; Iwakuni U.S. Marine Corps Air Station, Weather Service; Sasebo Naval Pacific Meteorology & Oceanography Detachment; JASDF (Japan Air

Self Defense Force), or similar data for the geographic location of the project. (More specific information may be obtained as specified under Special Contract Requirements Clause entitled "Physical Data.")

**MONTHLY ANTICIPATED ADVERSE WEATHER DELAYS
WORK DAYS BASED ON (5) DAY WORK WEEK**

	(Misawa-Area)	(Kanto Plain)	(Iwakuni)	(Okinawa)	(Sasebo)
JAN	8	1	2	5	7
FEB	9	3	4	7	6
MAR	6	6	7	8	7
APR	3	6	6	6	7
MAY	4	4	6	6	6
JUN	5	9	8	6	12
JUL	6	6	6	6	9
AUG	6	6	5	9	9
SEP	6	7	6	7	9
OCT	4	5	4	4	8
NOV	6	4	4	4	5
DEC	7	1	3	5	5

The above schedule of anticipated adverse weather days shall constitute the base line for monthly (or portion thereof) weather time evaluations.

c. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day.

d. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph (b), above, the contracting officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "DEFAULT (FIXED PRICE CONSTRUCTION)".

e. For all work under this contract, adverse weather is defined as:

(1) Rainfall - # of occurrences of precipitation greater than or equal to 0.10" (2.54mm).

(2) Snowfall - # of occurrences of precipitation greater than or equal to 1.00" (25.4mm). (Not applicable to Okinawa Area)

(3) Cold Temperature - # of occurrences when daily maximum temperature does not exceed the monthly mean low temperature or 32 degrees Fahrenheit (0 degrees Celsius), whichever is lower. (Not applicable to Okinawa Area)

(4) Concurrence between snowfall and cold temperature is 80%, i.e. 80% of the time snow falls, the temperature is "cold".

(5) Wind – Number of occurrences when the wind is gusting 30 knots (56 kilometers/hour) or greater.

f. The contractor's schedule must reflect the above anticipated adverse weather delays on all weather-dependent activities.

6. TYPHOON AND STORM PREPARATIONS. In order to minimize damage to public properties and prevent personal injury, the following actions will be taken upon declaration of the typhoon conditions described below. The Contractor shall insure that the construction sites are well prepared for protection from the damages of heavy rain and strong winds. The Contractor will develop and establish the necessary procedures to be taken for storm preparation and provide in his accident prevention plan, Part I, emergency phone numbers and addresses where at least three (3) officials of the company may be reached and notified in the event that an immediate typhoon alert is declared.

Tropical Cyclone Conditions of Readiness (TCCOR)

CONDITION	DEFINITION per USFJINST 15-4001 01 Mar 2013	RESPONSE
Storm Watch	The winds are not forecast to exceed 50 knots (58 mph/26 m/s) sustained (the criteria for "destructive winds") but there still exists a probability of high winds due to the proximity of the storm. High winds may include gusts exceeding 50 knots and/or sustained winds meeting TCCOR 1 Caution criteria. The storm is also close enough to the area that a heightened alert status is necessary in order to rapidly establish elevated TCCOR conditions should the storm deviate from the forecast track. Personnel should follow Standard Operating Procedures for TCCOR Storm Watch and stay alert for any changes to TCCOR status.	When wind gusts of 30 knots (35 mph/16 m/s) or greater are forecast, the contractor will be required to perform general area cleanup and monitor TCCOR levels. When a local storm warning has been issued, the Contractor competent person and/or SSHO shall determine whether it is necessary to implement manufacturer recommendations for securing the equipment to include Weight Handling Equipment (WHE). Contractor reviews project site storm preparation plans and discuss plan of action with Contracting Officer's Representative.
4	Winds of 50 knots (58 mph/26 m/s) sustained or greater are possible within 72 hrs.	When wind gusts of 30 knots (35 mph/16 m/s) or greater are forecast, the contractor will be required to perform general area cleanup and monitor TCCOR levels. Cranes shall not be operated when wind speeds at the site attain the maximum wind velocity based on the surface/load ratio recommendations of the manufacturer. At winds greater than 20 mph (17 knots/9 m/s), the operator, rigger, lift supervisor

		<p>and SSHO shall cease all crane operations, evaluate conditions and determine if the lift can proceed with Contracting Officer's Representative acceptance.</p> <p>All elevated work above 6 ft (1.8 m) shall be risk assessed by the Contractor's competent person and/or SSHO and discussed with the Contracting Officer's Representative for acceptance.</p>
3	Winds of 50 knots (58 mph/26 m/s) sustained or greater are possible within 48 hrs.	<p>(1) Clean and remove all loose debris and waste including scrap wood and metal, empty barrels and concrete form materials no longer required on the job site, to a safe area for proper disposition.</p> <p>(2) Secure, tie down and anchor construction field office and storage facilities, scaffolding, concrete forms and supports, doors, windows, opening covers, stored lumber and other materials, mechanized construction equipment, temporary power lines and supports, and other items that maybe blown away or that might cause injury or damage.</p> <p>(3) Inspect all excavation and trenching work in process, and provide necessary temporary drainage and proper protection and shoring for excavation sides and openings, in order to prevent damage to public roads and facilities by slides or flooding. Accumulation of water in the excavation of structure foundation work will be controlled and minimized.</p> <p>(4) Inspect scaffolding or work platforms for loose materials, planking, etc. that could become airborne projectile hazards and secure scaffold netting, tarps, etc. from wind loads.</p>
2	Winds of 50 knots (58 mph/26 m/s) sustained or greater are possible within 24 hrs.	Work required at remote areas such as off-shore facilities or high elevations will cease immediately and the workers will be evacuated to a safe area. During TCCOR 2, the Contractor will continue the actions described in TCCOR 3 above and the construction site will be inspected for storm preparation by the Contracting Officer's Representative. The Contractor shall request an inspection by calling the Contracting Officer's Representative at the appropriate Japan District field office.
1	Winds of 50 knots (58 mph/26 m/s)	All work will cease immediately and the

	sustained or greater are possible within 12 hrs.	<p>Contractor's representative shall insure that all necessary storm preparations, including the items listed below, are completed.</p> <p>(1) All electrical circuits and equipment including temporary power lines are cut off and secured against unauthorized use.</p> <p>(2) Gas cylinders, hot work equipment and flammable materials properly stored at a safe area.</p> <p>(3) No igniting source is present.</p> <p>(4) All workers have been evacuated from the construction site. When TCCOR 1 is declared without the normal progression through TCCOR 3 and/or 2, the Contractor will take the actions listed in TCCOR 3 above, and also follow the procedures described herein.</p>
1 Caution	Winds of 35 to 49 knots (39/17 to 56/25 mph / m/s) sustained are occurring .	Construction Sites Secured
1 Emergency	Winds of 50 knots (58 mph/26 m/s) sustained or greater are occurring .	Construction Sites Secured
1 Recovery	Winds of 50 knots (58 mph/26 m/s) sustained or greater are no longer forecast to occur. Strong winds may still exist.	Contractors and Contracting Officer's Representatives begin storm damage assessments and clean up.
Storm Clear	The storm is over and not forecast to return. Used to inform personnel that the threat of the storm is over, but the storm damage could still present a danger.	<p>Contractor may resume normal activities. The construction site will be investigated for all damage caused by the typhoon or high winds and the result of the investigation will be furnished in verbal or written form to the Contracting Officer's Representative as soon as practicable.</p> <p>Complete and submit PODWP 134 Typhoon Damage Report for storm damages or negative report of damage to Emergency Management, Construction Division, and Safety Office.</p>
All Clear	The storm is over and not forecast to return, and recovery efforts are complete.	Resume normal activities

7. COORDINATION OF GOVERNMENT PROPERTY.

a. The Contractor shall submit, as necessary, to the Government, within thirty (30) calendar days after date of receipt of Notice to Proceed:

(1) An itemized list of Government property, if any, to be salvaged (GSP) with anticipated dates this property will be turned over to the Government by the Contractor.

(2) An itemized list of Government-Furnished Property (GFP), if any, with dates this property is anticipated to be required by the Contractor.

b. The above lists will be used by the Government for scheduling purposes. (If changes to the lists are made following initial submittal, these changes shall be made in writing and provided to the Government.)

8. ASBESTOS PROHIBITION & CERTIFICATION.

a. Materials or products containing more than one-tenth of one percent (0.1%) by total weight, of the material or product, of asbestos shall not be used in this project. The Contracting Officer, at any time prior to acceptance of the work, or during the period designated for warranty of the work, if any, may reject materials and products that contain asbestos in excess of one-tenth of one percent by weight, and direct the removal of such materials and products from the jobsite, at the sole expense of the contractor, and without additional time granted for performance of the work. After completion of this contract, if asbestos (exceeding 0.1% by weight) is discovered in the products or materials (excluding items permitted by the exception) installed by the contractor, the Government reserves the right to direct the Contractor to perform asbestos abatement and restoration work, as required, at the Contractor's sole cost. Asbestos abatement work (removal and disposal of asbestos-containing materials and products) shall be accomplished in accordance with currently applicable United States Government standards for such work.

"Exception: Where suitable asbestos-free substitutes do not exist for a material or product, the contractor may use a material or product containing asbestos in the excess of 0.1% by weight, with the prior written approval of the Contracting Officer. The Contractor shall submit a written request for such substitution, accompanied by a certification from the manufacturer of the material or product that shall set forth, in specific detail, the amount of asbestos present in the material or product. When available, laboratory analysis of the material or product for asbestos content shall be included with the submittal."

b. The Government may conduct asbestos testing on suspected asbestos-containing materials and products excluding items permitted by the "Exception", and such testing will be conducted at the expense of the Government. However, wherever destructive testing is required, or a material or product must be utilized by the Government for testing, the Contractor, shall, at its own expense, repair or replace the material or product, or the item of work that has been disturbed by testing, if the test results confirm presence of asbestos exceeding 0.1% by weight. In the event test results indicate 0.1% or less asbestos content or complete absence of asbestos, the Contractor shall restore the test site to its original condition and the cost of restoration work, as approved by the Contracting Officer, shall be borne by the Government.

c. As a minimum, the Contractor shall furnish manufacturer's certification for the items listed below, excluding items permitted by the "Exception", certifying that they are asbestos free or do not contain asbestos in excess of 0.1% by weight, as applicable. However, when presence of asbestos is suspected in other products and materials used in this project, the Contractor shall be required to provide such certification for those additional items when so directed by the Contracting Officer. Asbestos certification shall be required for the items applicable to this project only.

(1) Vinyl sheet/vinyl tile flooring, including accessories and adhesives

(2) Insulation materials including facing

(3) Gaskets for piping and duct work

- (4) Acoustical Tiles
- (5) Firestopping materials
- (6) Fireproofing materials
- (7) Special Coating, including factory applied coatings, on sheet metal roofing and siding
- (8) Wallboard for all interior and exterior applications including joint compounds
- (9) Adhesives (other than Item 1) used in the project
- (10) Tape materials used in the project
- (11) Roofing and Siding, nonmetallic
- (12) Felt materials and cushion materials
- (13) Pre-mixed mortars, grouts, leveling compounds, fillers, and other cementitious materials
- (14) Caulking and sealing materials

d. All submittals shall be accompanied by a certification from the manufacturer of the material or product that the material or product is asbestos-free; or shall set forth, in specific detail, the amount of asbestos present in the material or product. Documentary evidence of laboratory analysis of the material or product for asbestos content, conducted by a qualified independent testing laboratory, shall be included with the submittal.

9. PROJECT SIGN.

For task orders over JPY 15,000,000, the Contractor shall provide one project sign fabricated to size and design shown on JED-ARMY-SIGN-1 and JED-ARMY-SIGN-2. The sign shall be rigidly formed and erected at location designated by the Contracting Officer prior to commencement of work. A blue-line drawing of different letter sizes and style will be made available by the Contracting Officer to the Contractor, upon request. Prior to painting the sign, the Contractor shall submit for approval a sketch, similar to diagram shown on JED-ARMY-SIGN-1, indicating the actual information for the project. The sketch shall indicate lettering dimensions and locations. The Corps of Engineers castle logo shall be painted red per JED-ARMY-SIGN-1 and JED-ARMY-SIGN-2. No separate payment will be made for the sign, and all costs in connection therewith shall be included in the contract price for the project. The sign will be subject to the approval of the Contracting Officer. Upon completion of work under this contract, the project sign shall be removed from the job site and shall remain the property of the Contractor.

10. COST BREAKDOWNS - CONTRACT MODIFICATIONS, RFP.

a. When cost or pricing data will be required from the contractor, or any subcontractor, for the pricing of a proposed contract modification with the value in excess of \$750,000 or Yen equivalent thereto (the sum of deletions and additions), FAR Clause 52.215-11, "Price Reduction for Defective Cost or Pricing Data - Modifications" and 52.215-13, "Subcontractor Cost or Pricing Data - Modifications", are applicable under this contract. Cost or Pricing data shall be submitted in accordance with Table 15-2 of FAR 15.408. The contractor is required to identify the portion of the data submitted that is factual in nature and the portion that is judgmental in nature plus contingencies included in the proposal. With regard to the judgmental factors, the contractor must identify the factual data used in arriving at the judgmental factors.

b. When the proposed price to a contract modification is at or below the cost or pricing data threshold of \$750,000 or equivalent thereto, information other than cost or pricing data will be required for

submission by the contractor in its own format. This information is not considered cost or pricing data and should not be certified by the contractor.

c. The contractor, when responding to any government's request for proposal letter for a proposed modification, shall furnish TWO (2) COPIES OF COST BREAKDOWN (IN ENGLISH) in sufficient detail to permit an analysis of all material, labor, equipment, subcontract and overhead costs for the establishment of price reasonableness or cost realism.

d. The cost breakdown shall include separately the direct cost for the use of the construction equipment, the direct cost of labor and of materials and equipment for incorporation in the work, and the indirect costs attributable to direct costs.

e. The information submitted shall support the price proposed and shall include sufficient detail or cross references to clearly establish the relationship of the information provided to the price proposed.

11. SAFETY STANDARDS. The successful offeror will be required to comply with the Occupational Safety and Health Act (OSHA) standards as well as the Corps of Engineers Manual 385-1-1, Safety and Health Requirements Manual.

12. PERFORMANCE OF WORK BY THE CONTRACTOR – DEFINED. For the purpose of Clause entitled, "PERFORMANCE OF WORK BY THE CONTRACTOR", of Special Contract Requirements, work on the site with the Contractor's own organization means physical activities at the site other than work performed by subcontractors, procurement of materials for installation by subcontractors, or providing equipment to be used solely by subcontractors.

13. SPECIAL TREATMENT OF PACKAGING OF EQUIPMENT AND MATERIAL. Bidders are cautioned that equipment and material requiring ocean transportation may be subjected to inordinate dangers and special treatment or packaging may be necessary to assure arrival in a condition conforming to contract requirements.

14. JAPANESE CONSUMPTION TAX. Effective April 1, 2014, the Government of Japan increased the rate of Japanese Consumption Tax from 5% to 8%. By virtue of Article XII of the Status of Forces Agreement (SOFA), materials, supplies, equipment and services procured for official purposes in Japan by the United States armed forces, or its authorized procurement agencies are EXEMPT from various Japanese Taxes, including Consumption Tax. The exemption from the Japanese Consumption Tax applies not only to Japanese prime contractors, but also to Japanese subcontractors or suppliers at every level regardless of the nationality of the prime contractor whether a Japanese or a Foreign firm. The instruments listed hereinafter have been agreed to by both governments of Japan and the U.S. as "Proof of Purchase by U.S. Forces in Japan."

Standard Form 1034	Public Voucher for Purchases and Services other than Personal
DD Form 1155	Order for Supplies or Services
Standard Form 44	Purchase Order-Invoice-Voucher
ENG Form 93	Payment Estimate

Therefore, Japanese Consumption Tax shall NOT be included in your bid, proposal or quote.

15. PAYMENTS UNDER TASK ORDERS

a. PROGRESS PAYMENTS: In accordance with the FAR 52.232-5 - "PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS", payments to the Contractor shall be made for the actual

quantities of work performed by the Contractor and accepted by the Government under specific TASK ORDERS issued by the Contracting Officer or his/her authorized representative. Solely for the purpose of the aforementioned clause, each TASK ORDER shall be considered a separate division of the work.

b. FINAL PAYMENTS:

(1) Upon satisfactory completion by the Contractor and acceptance by the Contracting Officer of the work done by the Contractor under individual task orders, the Contractor shall be paid the balance of any money due for the work under that TASK ORDER, including any retained percentages relating to that order.

(2) Notwithstanding any other provision in this contract, before final payment of each task order issued under this contract, or before settlement upon termination of the task order, and as a condition precedent thereto, the Contractor shall execute and deliver to the Contracting Officer, a release of claims against the government arising under or by virtue of task orders under this contract, other than any claims that are specifically excepted by the Contractor from the operation of the release in amounts stated in the release.

16. KEY PERSONNEL AND SUBCONTRACTORS. In connection with the work covered by this contract, any in-house personnel and subcontractors will be limited to individuals or firms that were specifically identified and agreed to during negotiations for each task order. The contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel and subcontractors.

17. CONTRACT MANPOWER REPORTING.

The Contractor shall access and report using the DoD's Contract Manpower Reporting Application (CMRA) system. Each DoD service/component has a web address link to their appropriate CMRA system. The web address for the data collection site is: <http://www.ecmra.mil>. On this web site address please select the link for the Department of the Army CMRA. You will be required to register for a CMRA account. There is a helpdesk and user's manual. The Contractor is required to completely fill in all the required information. The required information includes:

- a) Contracting Office, Contracting Officer, Contracting Officer's Representative
- b) Contract number, including task and delivery order number
- c) Beginning and ending dates covered by the reporting period (Reporting period will be the period of performance not to exceed 12 months ending September 30 of each year)
- d) Contractor name, address, phone number, email address, identity of contractor employee entering data
- e) Estimated direct labor hours (including sub-contractors)
- f) Estimated direct labor dollars paid this reporting period (including sub-contractors)
- g) Total payment including sub-contractors
- h) Predominant Federal Service Code (FSC) reflecting services provided by contractor and separate FSC codes for each sub-contractor
- i) Estimated data collection cost
- j) Organizational title associated with the Unit Identification Code (UIC). For Japan Engineer District contracts, Contractor shall use

UIC: W2SN02

ORGANIZATIONAL TITLE:

U.S. Army Corps of Engineers, Japan District
Contracting Division
Building 250, Room 147, Camp Zama

Zama-shi, Kanagawa-ken 252-8511

k) Locations where contractor and sub-contractor perform the work

As part of the submission, Contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each Government Fiscal Year and must be reported by October 31 of each calendar year. Contractors may use a direct XML data transfer to the database or fill in the fields on the website. The XML direct transfer is a format for transferring files from a Contractor's system to the secure website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website.

18. OMBUDSMAN. Task and Delivery Order Ombudsman. IAW FAR 16.505 (B)(6) referring to FAR Part 16 "Ordering." The head of the agency has designated a task-order contract and delivery-order contract ombudsman. The ombudsman must review complaints from contractors and ensure that they are afforded a fair opportunity to be considered, consistent with the procedures in the contract. The ombudsman is a senior agency official who is independent of the contracting officer and may be the agency's competition advocate.

Primary:

USACE Task and Delivery Order Ombudsman
Ms. Jacqueline C. Woodson
Acquisition Support Division
U.S. Army Corps of Engineers
7701 Telegraph Road, Casey Building, Room 2115
Alexandria, VA 22315
Phone: 703-428-6323
Email: Jacqueline.C.Woodson@usace.army.mil

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2016
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2017
52.236-28	Preparation of Proposals--Construction	OCT 1997
252.215-7008	Only One Offer	OCT 2013

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Contracting Officer
U.S. Army Corps of Engineers, Japan District
APO AP 96338-5010

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for--

Specific to each task order.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of provision)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

(a) *Definitions.* As used in this provision—

“System for Award Management (SAM) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and

(2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record “Active.”

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of Provision)

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)

(a) Definitions. As used in this provision--

Controlled technical information, covered contractor information system, covered defense information, cyber incident, information system, and technical information are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012 shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2))--

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

Section 00 22 16 - Supplementary Instructions to Proposers

BASIC PROPOSAL SUBMISSION REQUIREMENTS:

The Government will not make assumptions concerning intent, capabilities, or experiences. Clear identification of proposal details shall be the sole responsibility of the Offeror. The Government may reject incomplete proposals after initial evaluation without further consideration. Therefore, the proposal shall meet the following basic requirements.

- a. Proposals must be sent in two (2) separate volumes. Four Compact Disks are of the proposal are required. Each volume shall be contained within a separate Compact Discs Each volume shall be identified by the solicitation number, volume number, and name, address, and telephone number of the prime Offeror on the cover. Each volume shall contain a Table of Contents and include at the bottom left side of each page the volume and page number.
- b. The Proposal shall be typed and submitted in English and easy to read.
- c. Proposals shall be organized, concise, and submitted in the volumes and in the order indicated in 4.0 Proposal Information and related Evaluation Factors discussed in Section Procedures. See Section 00 22 16. Volumes shall be clearly identified.
- d. Offerors shall verify that the information for all forms submitted are current, correct and complete including names of the points of contact, email address, fax number, and telephone number.
- e. Offerors shall submit the Standard Form 1442 completely paying particular attention to boxes 19 and 20 and the bid schedule.
- f. Offerors shall submit the CLIN schedule found in Section 00 10 00.
- g. Offerors are reminded that elaborate corporate marketing information, formatting, special reproduction techniques, et al are not necessary. Proposals shall completely and adequately address the requirements of this solicitation.
- h. If additional information is provided it shall be in regard to the solicitation requirements, only.
- i. Contractors are cautioned against submitting conditional proposals. All questions and concerns shall be addressed to the Contract Specialist.
- j. Proposal Expenses and Pre-Contract Costs: The Request for Proposal (RFP) solicitation does not commit the Government to pay any costs incurred in the preparation and submission of a proposal or for any other costs incurred by any firm submitting a proposal in response to this solicitation. Also, the Government will not be responsible for costs associated with preparing proposals for individual task orders.
- k. The successful offeror's proposal will become part of the contract to the extent it does not conflict with the solicitation or provides a betterment.

Proposal Package Format:

Volume 1

- Tab A-Specialized Experience
- Tab B-Evaluation Orders
- Tab C-Past Performance

Volume 2
Tab A-Prices
Tab B-Required Pre-Award Information

SELECTION PROCEDURES

PROPOSAL SUBMISSION REQUIREMENTS, EVALUATION CRITERIA AND BASIS OF AWARD ONE
STEP - - LOWEST PRICE/TECHNICALLY ACCEPTABLE

- 1.0 OVERVIEW
- 2.0 BASIS FOR AWARD
- 3.0 GENERAL INSTRUCTIONS
- 4.0 PROPOSAL INFORMATION AND RELATED EVALUATION FACTORS
- 5.0 VOLUME 1 – TAB A - FACTOR 1: SPECIALIZED EXPERIENCE
- 6.0 VOLUME 1 – TAB B - FACTOR 2: EVALUATION ORDERS
- 7.0 VOLUME 1 – TAB C – FACTOR 3: PAST PERFORMANCE
- 8.0 VOLUME 2 – TAB A – FACTOR 4: PRICES -- THE EXHIBIT
- 9.0 VOLUME 2 – TAB B – NON RATED FACTOR: REQUIRED PRE-AWARD INFORMATION
- 10.0 EVALUATION PROCEDURES

ATTACHMENTS

- 1 - PROPOSAL DATA SHEET
- 2 - COMPANY SPECIALIZED EXPERIENCE FORM (PRIME CONTRACTOR)
- 3 – PAST PERFORMANCE QUESTIONNAIRE

1.0 OVERVIEW

1.1. Interested firms (here after referred to as Offerors) shall submit proposals demonstrating their capability to successfully execute the construction services contract resulting from this solicitation.

1.2 This is a lowest price technically acceptable source selection for the Indefinite Delivery/Indefinite Quantity (IDIQ) Contract for Exterior/Interior Work at Kanto Plain, Japan. The Government will evaluate proposals in accordance with the criteria described herein, and award a firm fixed price IDIQ contract to the responsible offeror, whose proposal conforms with all the terms and conditions of the solicitation and whose proposal is determined to represent the overall best value to the Government utilizing procedures in accordance FAR PART 15.101-2 Lowest Price Technically Acceptable Source Selection Process. The lowest price technically acceptable source selection process is appropriate when best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price.

2.0 BASIS FOR AWARD

2.1 The Contracting Officer will award a firm fixed price IDIQ contract to the responsible Offeror whose proposal the Source Selection Authority has determined conforms to the solicitation and offers the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-price.

- A. The evaluation factors that establish the requirements of acceptability shall be as set forth in the solicitation.
- B. Proposals are evaluated for acceptability but not ranked using the non-cost/price factors.
- C. Exchanges may occur (see FAR PART [15.306](#)).

3.0 GENERAL INSTRUCTIONS

3.1. Proposals should be submitted initially on the most favorable terms from a price and technical standpoint. Do not assume offerors will be contacted or afforded an opportunity to clarify, discuss or revise their proposals. In accordance with FAR 52.215-1, Para. (f)(4), the Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint.

3.2 Submit proposal on separate Compact Discs. See Section 00 20 00 for details regarding proposal format.

4.0 PROPOSAL INFORMATION AND RELATED EVALUATION FACTORS

Location	Factor Number	Description	Rating
Volume 1, Tab A	Factor 1	Specialized Experience	Acceptable/Unacceptable
Volume 1, Tab B	Factor 2	Evaluation Order	Acceptable/Unacceptable
Volume 1, Tab C	Factor 3	Past Performance	Acceptable/Unacceptable

Location	Factor Number	Description	
Volume 2, Tab A	Factor 4	Prices -- Standard Form 1442 & Contract Line Item Schedule	
Volume 2, Tab B	N/A	Required Pre-Award Information	Not Rated

5.0 VOLUME 1- TAB A - FACTOR 1: SPECIALIZED EXPERIENCE

5.1. Submission Requirement:

The offer shall submit ten (10) projects which demonstrate experience to complete task order requirements under this construction services contract. Projects shall have been completed within five (5) years prior to the date of this solicitation. Utilize the Attachments one, two and three at the end of the section.

The minimum requirement for this evaluation factor has been met when the offeror demonstrates experience, as a Prime Contractor (i.e. as it would appear in Block 14 of a SF 1442), on ten (10) projects which each meets all the below criteria for minimum acceptability:

- Experience utilizing multidisciplinary construction utilizing subcontractors where necessary to repair interior and exterior real properties:
 - Ranging in value from ¥200,000 to ¥100,000,000
 - That were performed in Japan
 - At least two (2) projects that contained hazardous waste
 - By the Offeror as the prime contractor

5.2. Evaluation Criteria:

The Government will evaluate the ten (10) submitted projects against the requirements listed in Section

5.1. To be acceptable, experience under all criteria in Section 5.1 shall be met.

6.0 VOLUME 1 – TAB B – FACTOR 2: EVALUATION ORDERS

6.1. Submission Requirement:

The offeror shall submit proposed resources, schedule, line items and estimated quantities from the appropriate Exhibit for two Evaluation Orders, demonstrating an understanding of the resources and relationships required for successful execution of Task Orders. The execution plan shall include a bar-type Gantt chart and narratives describing the scope of work to be completed for each task listed on the schedule. The narratives shall include the pertinent equipment and personnel required to complete each task. The execution plan shall include start and end dates for the following activities (see Section 00 73 00 for more Task Order details):

1. Notice to Proceed
2. Preparation and Submission of Submittals
3. Review of Government Approved Submittals
4. Procurement Long Lead Items
5. Mobilization
6. All construction activities requiring Preparatory Inspections per Section 01 45 01
7. Inspection and Acceptance Activities
8. Close Out Activities

6.2. Evaluation Criteria

The Government will evaluate the submitted proposed resources and schedule against the list shown above. To be acceptable, at least 80% of the line items proposed from the Exhibit must correspond to line items included in the Government Estimate.

Price and quantities of the overall Evaluation Order will not be a selection factor for the awarded IDIQ but shall be provided.

7.0 VOLUME 1 – TAB C – FACTOR 3: PAST PERFORMANCE

7.1. Submission Requirement:

Past performance refers to the quality of recent project experience from the owner's perspective. Past performance evaluations or questionnaires shall be provided for at least five projects. For Federal projects, the offeror may rely on finalized CCASS or CPARS reports, otherwise the Past Performance Questionnaire (PPQ) included in this section is provided for the offeror to submit to the client for each project. Previously completed PPQ's may be submitted; however, ensure a current phone number and

email address is provided for the client point of contact. Completed Past Performance Questionnaires should be submitted with your proposal and may be duplicated for submission on future solicitations. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before the proposal closing date, the offeror should complete and submit with the proposal the first 2 pages of the PPQ, which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. Client requests for questionnaires must be submitted to the Contract Specialist prior to the proposal closing date. **Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs.** However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

Projects cited shall be of a similar size, scope, or magnitude and currently well underway (at least 80% completed) or completed and turned over no longer than five (5) years preceding the date of this solicitation.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS), including Contractor Performance Assessment Reporting Systems (CPARS), inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), and any other known sources not provided by the offeror. See FAR Subpart 42.15 for more information. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

7.2. Evaluation Criteria:

Past Performance will be rated on an “Acceptable” or “Unacceptable” basis using the ratings and descriptions shown below.

Acceptable – Based on the offeror’s performance record, the Government has a reasonable expectation from past performance information that the offeror will satisfactorily perform the required effort, or the offeror’s performance record is unknown (see note below).

Unacceptable – Based on the offeror’s performance record, the Government has no reasonable expectation that the offeror will be able to satisfactorily perform the required effort.

Note: An offeror without a record of relevant past performance or for whom information on past performance is not available or is so sparse that no meaningful past performance rating can be

reasonably assigned will be determined to have 'unknown' past performance and shall not be evaluated favorably or unfavorably. Unknown past performance shall be considered "Acceptable".

VOLUME 2 – PRICE

Submit the following information should be on a separate cd. See Section 00 20 00 for details regarding proposal format.

8.0 VOLUME 2 – TAB A – FACTOR 4: PRICES -- THE EXHIBIT

8.1. Submission Requirement:

8.1.1. Submit a properly filled out and executed SF 1442, along with the completed Exhibit containing proposed total item pricing. The price of each line item on the Exhibits shall be the fully burdened price covering all costs (direct, indirect including profit) in the performance of that particular item. These prices are used to add up the base year and two one year options. These totals are for evaluation purposes to determine the lowest evaluated price.

The number of hours/quantity for incidental items will be negotiated per project, when required, and the total price included in the lump sum price of the negotiated Task Order.

8.1.2. Supplemental Price Breakdown. If deemed necessary to evaluate the price proposals, the Government will request a price breakdown of the Contract Line items in a sealed envelope marked "Price Breakdown Information," in Excel format. The Government will provide details on where and how to send the breakdown. This information will not be needed sooner than three (3) working days after the proposal submission due date. This information may be required for the initial proposal and, if requested, for any revised proposals. This information is not an opportunity for an offeror to revise its non-price or price proposal.

8.2. Evaluation Criteria:

8.2.1 Price will not be rated or scored, but will be evaluated for fairness and reasonableness through the use of a price analysis; comparison of proposed prices received in response to the solicitation and comparison of proposed prices with the independent government estimate. The price evaluators will also check for appearance of unbalanced line item prices. Offerors are cautioned to distribute direct costs, such as material, labor, equipment, subcontracts, etc., and to evenly distribute indirect costs, such as job overhead, home office overhead, bond, etc., to the Exhibit line items.

8.2.2 If deemed necessary, the supplemental price breakdown information will be used to assist the Government in performing the price evaluations described above.

9.0 VOLUME 2, TAB B - REQUIRED PRE-AWARD INFORMATION

9.1 Submission Requirement:

Submit this information for the Contracting Officer's determination of Offeror responsibility, which includes, but is not limited to the following:

- (a) Joint Venture agreement or Limited Liability Company Certificate of Organization, Articles of Organization and Operating Agreement, if applicable.
- (b) A list of present commitments, including the dollar value thereof, and name of the organization under which the work is being performed. Include names and telephone numbers of personnel within each organization who are familiar with the prospective contractor's performance.
- (c) A certified statement listing: (1) each contract awarded within the preceding three (3) month period exceeding \$1,000,000.00 or Yen equivalent in value with a brief description of the contract; and (2) each contract awarded within the preceding three (3) year period not already physically completed and exceeding \$5,000,000.00 or Yen equivalent in value with a brief description of the contract. If the prospective contractor is a joint venture, each joint venture member will be required to submit the above defined certification.
- (d) Competed Representations and Certifications included by full text in Section 00 45 00. List any changes to SAM (System for Award Management) in 52.204-8 for FAR Clauses and 252.204-7007 for DFAR clauses. Provide for any certification where vendor indicated in SAM that certification would be provided with specific offer.
- (e) One copy of the following information:
 - (1) Proof of Financial Ability (Most recent financial statement covering assets and liabilities)
 - (2) Number of years the firm has been in business
 - (3) Name, address and telephone number of firm's bonding company
 - (4) Information showing offeror's bondability for this project. Submit a letter from the prime contractor's bonding company indicating the offeror's ability to obtain performance and payment bonds in the amount of their proposal price.
 - (5) Name, address and telephone numbers of two credit/trade references.

9.2 Evaluation Criteria:

The Contracting Officer shall use this information in making an affirmative responsibility determination for award to the Successful Offeror, in accordance with FAR Part 9.

10. EVALUATION PROCEDURES

10.1. EVALUATION

10.1.1 The Government intends to award without discussions. Offerors are cautioned to put forth their best efforts, and to furnish all information clearly to allow the Government to evaluate proposals. Offerors should not assume that they will have an opportunity to clarify or correct anything in their proposal after submitting it.

10.1.2. A "Competitive Range" will be established in the event that the Government decides that discussions with offerors are required or are considered to be in the Government's best interests.

10.1.3. If discussions are held, the Government may engage in a broad give and take with those offerors in the competitive range, in accordance with FAR 15.306(d). During discussions, the Government may ask the Offeror to further explain its proposal and to answer questions about it.

10.1.4. Upon conclusion of discussions, offerors will be afforded an opportunity to submit their proposal revisions for final evaluation.

10.2 EVALUATION RATING SYSTEM

10.2.1 General: The Government will review the proposals against the minimum requirements stated in the solicitation. The Government will support each rating with a narrative that clearly states how the proposal met or did not meet the factor criteria as well as any required clarifications.

10.2.2 Rating System: After determining whether the criteria has been met, the Government will assign a rating of "Acceptable" or "Unacceptable" to each non-price factor.

Ratings: The following ratings will be used in the evaluation of all factors and sub-factors except past performance.

Acceptable (A): The proposal clearly meets the minimum requirements of the solicitation.

Unacceptable (U): The proposal does not clearly meet the listed requirements of each subfactor.

ATTACHMENT 1

PROPOSAL DATA SHEET

Name of Solicitation

Name of Firm

Address

Phone

E-mail

DUNS#:

Also provide any other assigned number that identifies the member firm(s) in the CPARS database. If a separate DUNS has been created for a joint venture (J-V) it must also be submitted. Provide a DUNS number for each company identified in any proposed Contractor-subcontractor association of firms. If the firm is a joint venture or contractor-subcontractor association of firms, list the individual firms and briefly describe the nature of the association. Provide DUNS for each.

Firm 1:

Firm 2:

Firm 3:

Nature of Association:

AUTHORIZED NEGOTIATORS. FAR 52.215-11

The Offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposals (RFP).

[List names, titles, and telephone number of the authorized negotiator.]

Name of Person Authorized to Negotiate:

Negotiator's Address:

Negotiator's Telephone:

Negotiator's E-mail:

ATTACHMENT 2

COMPANY SPECIALIZED EXPERIENCE (PRIME CONTRACTOR)

Provide the following information to show examples of projects your company completed within the last ten (10) years indicating experience with projects of similar type and scope. Use one form per project.

- a. Type of Work _
- b. Your Firm's Name _
- c. Name of Project (include Federal Contract Number if applicable)_
- d. Location of Project
- e. Owner
- f. General Scope of Construction Project
- g. Your Role (Prime, Joint Venture, or Subcontractor, etc.) and Work Your Company Self-Performed :
- h. Construction Cost
- i. Extent and Type of Work You Subcontracted Out
- j. Dates Construction:
Began
Completed
- k. Your Performance Evaluation by Owner, if known
- l. Were You Terminated or Assessed Liquidated Damages?
(If either is "Yes", attach an Explanation)
- m. Owner's Point of Contact for Reference (Name and Company (Name and Company)
- n. Current Telephone Number of Reference POC
- o. Current Email Address of Reference POC

ATTACHMENT 3 PAST PERFORMANCE
QUESTIONNAIRE

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)				
CONTRACT INFORMATION (Contractor to complete Blocks 1-4)				
1. Offeror Information <div style="display: flex; justify-content: space-between;"> <div style="width: 65%;"> Firm Being Evaluated: Address: Phone Number: Email Address: Point of Contact: </div> <div style="width: 30%;"> CAGE Code: DUNs Number: </div> </div>				
2. Work Performed as: <div style="display: flex; justify-content: space-around; margin-top: 5px;"> Prime Contractor Sub Contractor Joint Venture Other </div> (Explain) Percent of project work performed: If subcontractor, who was the prime (Name/Phone #):				
3. Contract Information Contract Number: Delivery/Task Order Number (if applicable): Contract Type: Firm Fixed Price Cost Reimbursement Other (Please specify): Contract Title: Contract Location: Award Date (mm/dd/yy): Contract Completion Date (mm/dd/yy): Actual Completion Date (mm/dd/yy): Explain Differences: Original Contract Price (Award Amount): Final Contract Price (<i>to include all modifications, if applicable</i>): Explain Differences:				
4. Project Description: Complexity of Work High Med Routine How is this project relevant to project of submission? (<i>Please provide details such as similar equipment, requirements, conditions, etc.</i>)				

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)

Contract Title: Contract Location:

CLIENT INFORMATION (Client to complete following blocks)

Client Information

Name: Title:

Phone Number: Email Address:

Describe the client's role in the project:

Date Questionnaire was completed (mm/dd/yy):

Client's Signature:

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.						
1. QUALITY:						
a) Quality of technical data/report preparation efforts	E	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance	E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E	VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E	VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E	VG	S	M	U	N
3. CUSTOMER SATISFACTION:						
a) To what extent were the end users satisfied with the project?	E	VG	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication) Section 00 22 11 Page 3	E	VG	S	M	U	N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E	VG	S	M	U	N
d) Overall customer satisfaction	E	VG	S	M	U	N
4. MANAGEMENT/PERSONNEL/LABOR						

a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E	VG	S	M	U	N
c) Government Property Control	E	VG	S	M	U	N
d) Knowledge/expertise demonstrated by contractor personnel	E	VG	S	M	U	N
e) Utilization of Small Business concerns	E	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E	VG	S	M	U	N
5. COST/FINANCIAL MANAGEMENT						
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E	VG	S	M	U	N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E	VG	S	M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E	VG	S	M	U	N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	Yes		No			
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes		No			
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes		No			
6. SAFETY/SECURITY						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E	VG	S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E	VG	S	M	U	N
7. GENERAL						

a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E	VG	S	M	U	N
b) Compliance with contractual terms/provisions (<i>explain if specific issues</i>)	E	VG	S	M	U	N
c) Would you hire or work with this firm again? (<i>If no, please explain below</i>)	Yes			No		
d) In summary, provide an overall rating for the work performed by this contractor.	E	VG	S	M	U	N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (please attach additional pages if necessary):

END OF QUESTIONNAIRE

NOTE: USACE REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO USACE WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON USACE SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO USACE. PLEASE CONTACT THE OFFEROR FOR USACE POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

CLAUSES INCORPORATED BY REFERENCE

52.211-10	Commencement, Prosecution, and Completion of Work	APR 1984
52.211-12	Liquidated Damages--Construction	SEP 2000
52.211-13	Time Extensions	SEP 2000
52.236-15	Schedules for Construction Contracts	APR 1984

Section 00 45 00 - Representations and Certifications

If the offer is submitted by a corporation, partnership, Joint Venture or an LLC, the applicable form listed must be completed. In the alternative, other evidence must be submitted to substantiate the authority of the person signing the offer. If a corporation, the same officer shall not execute both the offer and the certificate.

NOTE: LLCs must submit Operating Agreement & Articles of Organization with their certificate.

1. CORPORATE CERTIFICATE. In accordance with FAR 4.102(c), the offeror, if a corporation, is requested to complete and submit the following certificate. A joint venture will require a submittal of this certificate from both parties involved.

Corporation

I, _____, certify that I am _____ of the corporation named as Contractor herein, that _____ who signed this contract on behalf of the Contractor was then _____ of said governing body and is within the scope of its corporate powers.

CORPORATE SEAL

SIGNED: _____

Limited Liability Company
(LLC)

I, _____, certify that I am the _____ of the LLC named as Offeror/Contractor herein; that _____ who signed this offer/contract on behalf of the Offeror/Contractor was then _____ of said LLC; that said offer/contract was duly signed for and on behalf of said LLC by authority of its governing body, and is within the scope of its corporate powers.

SIGNED:
Name:
Title:

SIGNED:

Name: Title

AUTHORITY TO BIND PARTNERSHIP

This is to certify that the names and signatures of all partners are listed below and that the person signing the offer had authority to actually bind the partnership pursuant to its partnership agreement. Each of the partners individually has full authority to enter into and execute contractual instruments, on behalf of said partnership, with the United States of America, except as follows: (State "none" or describe limitations, if any.)

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to, and acknowledged by, the Contracting Officer.

(Type or Print Name) (Signature)

(Type or Print Name) (Signature)

JOINT VENTURE

I, _____, certify that I am the Secretary of the

Corporation named as Offeror/Contractor Herein, that _____

who signed this offer/contract on behalf of the Offeror/Contractor was then
_____ of said corporation by authority of its governing

body and is within the scope of its corporate powers. IN WITNESS

WHEREOF, I have hereunto affixed my hand and the seal of said corporation

this

_____ day of _____

CORPORATE SEAL

SIGNED: _____

CLAUSES INCORPORATED BY REFERENCE

52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan.	MAR 2015
252.204-7007	Alternate A, Annual Representations and Certifications	JAN 2015
252.229-7001	Tax Relief	SEP 2014

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2017)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is not applicable.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is \$36.5M.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

() Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.222-57, Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed \$50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed \$500,000, which are issued after April 24, 2017.

Note to paragraph (c)(1)(xvi): By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA- Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) Definitions. As used in this provision--

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a

division or business segment; and similar positions).

(b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

Section 00 70 00 - Conditions Of The Contract

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.211-13	Time Extensions	SEP 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.217-5	Evaluation Of Options	JUL 1990
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997

52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items	MAY 2008
52.223-10	Waste Reduction Program	MAY 2011
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	JAN 2012
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	JAN 2017
52.246-21	Warranty of Construction	MAR 1994

52.248-3	Value Engineering-Construction	OCT 2015
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoDSEP Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.215-7000	Pricing Adjustments	DEC 2012
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7033	Rights in Shop Drawings	APR 1966
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7005	Airfield Safety Precautions	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use by the time negotiated for each task order. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount applicable to each project task order for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than ¥3,500,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of ¥108,639,915 (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of ¥108,639,915 (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after July 06, 2020.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by _____ (the Contracting Officer shall insert date, days after award, days before first request, the date specified for receipt of offers if the provision at 52.232-38 is utilized, or "concurrent with first request" as prescribed by the head of the agency; if not prescribed, insert "no later than 15 days prior to submission of the first request for payment"). If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 25% percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.249-5000 Basis for Settlement of Proposals

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from July 06, 2017 through July 06, 2020.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered ``issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

252.225-7045 BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIAL UNDER TRADE AGREEMENTS--BASIC (SEP 2016)

(a) Definitions. As used in this clause--

Caribbean Basin country construction material means a construction material that--

(i) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(ii) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Commercially available off-the-shelf (COTS) item--

(i) Means any item of supply (including construction material) that is--

(A) A commercial item (as defined in paragraph (1) of the definition of "commercial item" in section 2.101 of the Federal Acquisition Regulation);

(B) Sold in substantial quantities in the commercial marketplace; and

(C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(ii) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. 40102), such as agricultural products and petroleum products.

Component means any article, material, or supply incorporated directly into construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(i) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(ii) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Designated country means--

(i) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as "the Separate Customs Territory of Taiwan, Penghu, Kinmen, and Matsu" (Chinese Taipei)), Ukraine, or the United Kingdom);

(ii) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Panama, Peru, or Singapore);

(iii) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(iv) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, a Free Trade Agreement country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means--

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if--

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(B) The construction material is a COTS item.

Free Trade Agreement country construction material means a construction material that--

(i) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or

(ii) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Free Trade Agreement country into a new and different construction material distinct from the material from which it was transformed.

Least developed country construction material means a construction material that--

(i) Is wholly the growth, product, or manufacture of a least developed country; or

(ii) In the case of a construction material that consists in whole or in part of materials from another country has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that--

(i) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(ii) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) This clause implements the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements apply to this acquisition. Therefore, the Balance of Payments Program restrictions are waived for designated country construction materials.

(c) The Contractor shall use only domestic or designated country construction material in performing this contract, except for--

(1) Construction material valued at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation;

(2) Information technology that is a commercial item; or

(3) The construction material or components listed by the Government as follows:

(Contracting Officer to list applicable excepted materials or indicate "none".)

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

DIVISION 01 - GENERAL REQUIREMENTS

01 11 00	SUMMARY OF WORK
01 32 16	SMALL PROJECT CONSTRUCTION PROGRESS SCHEDULES
01 33 00	SUBMITTAL PROCEDURES
01 35 29	SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS
01 42 01	ACCEPTABLE ALTERNATIVE JAPANESE STANDARDS
01 45 01	QUALITY CONTROL
01 57 19	TEMPORARY ENVIRONMENTAL CONTROLS
01 74 19	CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT
01 78 00	CLOSEOUT SUBMITTALS

DIVISION 02 - EXISTING CONDITIONS

02 41 00	DEMOLITION AND DECONSTRUCTION
02 82 13	ASBESTOS ABATEMENT
02 83 13	LEAD IN CONSTRUCTION
02 84 16	HANDLING OF LIGHTING BALLASTS AND LAMPS CONTAINING PCBs AND MERCURY

DIVISION 03 - CONCRETE

03 15 14	EXPANSION JOINTS IN CONCRETE FOR CIVIL WORKS
03 30 00	CAST-IN-PLACE CONCRETE

DIVISION 04 – MASONRY

04 20 00	MASONRY
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DIVISION 05 – METALS

05 12 00	STRUCTURAL STEEL
05 30 00	STEEL DECKS
05 50 00	METAL: MISCELLANEOUS AND FABRICATIONS (GUARD RAIL AND CABLE BARRIER)
05 50 03	METALWORK FABRICATION, MACHINE WORK, MISCELLANEOUS PROVISIONS

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

06 10 00	ROUGH CARPENTRY
06 20 00	FINISH CARPENTRY (WOOD SIDING)

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 41 13	METAL ROOF PANELS
07 42 13	WALL PANELS
07 52 00	MODIFIED BITUMINOUS MEMBRANE ROOFING
07 72 00	ROOF VENTILATORS, GRAVITY-TYPE
07 92 00	JOINT SEALANTS

DIVISION 08 - OPENINGS

08 11 13	DOORS AND FRAMES
08 51 13	ALUMINUM WINDOWS
08 62 00	SKYLIGHTS

DIVISION 09 – FINISHES

09 22 00	METAL SUPPORT ASSEMBLIES
09 29 00	GYPSUM BOARD
09 29 01	SILICATE CALCIUM BOARD
09 30 00	TILE
09 51 00	ACOUSTICAL CEILINGS
09 65 00	RESILIENT FLOORING
09 67 23	RESISTIVE RESINOUS FLOORING
09 68 00	CARPET
09 72 00	WALL COVERINGS
09 90 00	PAINTS AND COATINGS

DIVISION 10 - SPECIALTIES

10 14 01	EXTERIOR SIGNAGE
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DIVISION 12 - FURNISHINGS

12 21 00	WINDOW BLINDS
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DIVISION 22 - PLUMBING

22 00 00	MECHANICAL AND ELECTRICAL WORK
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DIVISION 23 – HEATING, VENTILATING, AND AIR CONDITIONING

23 07 00	THERMAL INSULATION FOR MECHANICAL SYSTEMS
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DIVISION 26 - ELECTRICAL

26 00 00	ELECTRICAL
26 12 19	TRANSFORMERS
26 27 26	WIRING SYSTEM
26 56 00	LIGHTING

DIVISION 31 - EARTHWORK

31 23 00	EXCAVATION AND FILL
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DIVISION 32 - EXTERIOR IMPROVEMENTS

32 01 19	FIELD MOLDED SEALANTS FOR SEALING JOINTS IN RIGID PAVEMENTS
32 11 23	AGGREGATE AND/OR GRADED-CRUSHED AGGREGATE BASE
COURSE	
32 12 10	BITUMINOUS TACK AND PRIME COATS
32 12 16	HOT-MIX ASPHALT (HMA) FOR ROADS
32 12 17	HOT MIX BITUMENOUS PAVEMENT
32 12 18	SEMI-FLEXIBLE PAVEMENT SURFACING MATERIAL
32 13 13	PORTLAND CEMENT CONCRETE PAVEMENT

32 16 13	CONCRETE SIDEWALKS AND CURBS AND GUTTERS
32 17 23	PAVEMENT MARKINGS
32 31 13	HIGH-SECURITY CHAIN LINK FENCES
32 92 23	SODDING
32 96 01	TRIMMING, PRUNING, AND REMOVAL OF TREES

DIVISION 33 - UTILITIES

33 05 16	GOLF BALL RESTRAINING NET AND CONCRETE POLES
33 11 00	WATER DISTRIBUTION
33 30 00	SANITARY SEWERS
33 40 00	STORM DRAINAGE UTILITIES
33 63 23	STEAM DISTRIBUTION SYSTEM

ATTACHMENTS

SKETCH A-1	Camp Zama Location Plan
SKETCH A-2	Sagamihara Family Housing Area Location Plan
SKETCH A-3	Sagami General Depot Location Plan
SKETCH A-4	Yokohama North Dock Location Plan
SKETCH A-5	Akasaka Press Center Location Plan
SKETCH M-1	Insulation Details
SKETCH M-2	Flange Cover
SKETCH M-3	Fire Hydrant Detail
SKETCH M-4	Isolation Flange Sectional Detail
SKETCH M-5	Flange and Gasket Sectional Details
SKETCH M-6	Manhole Details
SKETCH M-7	Expansion Joint Box
SKETCH M-8	Sleeve, Anchor and Marker Details
SKETCH M-9	Manhole Cover and Pit Details
SKETCH M-10	Typical Double Wall Pipe Detail
SKETCH M-11	Typical Valve Shed Detail
SKETCH C-1	Typical AC Surface, Binder
SKETCH C-2	Typical Concrete Pavement (Sidewalk) Details
SKETCH C-3	Typical Concrete Pavement Details
SKETCH C-4	Sodding Detail
SKETCH C-11	Removal and Disposal of Pavement Structures (Typical)
SKETCH C-12	Removal of Reinforced Concrete Structures (Typical)
SKETCH C-13	Excavation, Filling and Disposal for Pavement (Typical)
SKETCH C-14	Removal of Tree and Trimming Tree (Typical)
SKETCH C-15	Construction of Asphalt Concrete Overlay (Typical)
SKETCH C-16	Construction of Asphalt Concrete Surface, Binder Course, Semi-Flexible Pavement Surface and Base Course of Bituminous Stabilization (Typical)
SKETCH C-17	Construction of Porous and Water Permeable Asphalt Concrete Pavement (Typical)
SKETCH C-18	Construction of Concrete Pavement (Typical)
SKETCH E-01	Replace Pole Mounted 1 Phase Transformer System
SKETCH E-02	Replace Pole Mounted 3 Phase Transformer System
SKETCH E-03	Replace Cubicle Type Substation System
SKETCH E-04	Replace Cubicle Shed
SKETCH E-05	Replace PAS System
SKETCH E-06	Replace 6KV 3PH Overhead Lines
SKETCH E-07	Replace 600V 3PH Overhead Lines
SKETCH E-08	Replace 600V 3 Phase or 1 Phase Service Conductor
SKETCH E-09	Replace 6.6kV 3 Phase Underground Wiring

SKETCH E-10	Replace 600V Underground Wiring
SKETCH E-11	Replace Concrete Pole
SKETCH E-12	Replace Manhole
SKETCH E-13	Excavation Work
SKETCH E-14	Replace Street Light
SKETCH E-15	Replace Pole Mounted Street Light
SKETCH E-16	Replace LED Pole Light
SKETCH E-17	Replace Lighting Control Panel
SKETCH E-18	Replace Exit Light
SKETCH E-19	Replace Emergency Light
SKETCH E-20	Replace Wall Lighting Switch
SKETCH E-21A	Replace Street Light with LED Street Light

ENG 4288-R SUBMITTAL REGISTER

EXHIBITS

Summary	Summary of Exhibits and Contract Schedule
Exhibit A	Three-year base period
Exhibit B	First one-year option period
Exhibit C	Second one-year option period

EVALUATION ORDERS

Project: REPAIR ROOF FOR OMD, BLDG 645

SKETCH T-01	TITLE SHEET
SKETCH A-01	EXISTING ROOF PLAN, MODIFIED ROOF PLAN
SKETCH A-02	SECTIONAL DETAIL

Project: REPAIR STEAM LINE, BLDG 951, CAMP ZAMA

SKETCH T-01	TITLE SHEET
SKETCH M-01	STEAM REPLACEMENT PLAN
SKETCH M-02	PIPING DETAIL
SKETCH M-03	DETAILS
SKETCH M-04	PIPING DIAGRAM
(End of clause)	

Section 00 73 00 - Supplementary Conditions

INSPECTION AND ACCEPTANCE (IAW FAR 46.401(b) and 46.503)

Inspection and acceptance will be at destination of each project specified in Task Order.

FINAL INSPECTION

Final inspection of individual project(s) in Task Order will be conducted Monday through Friday only, between the hours of 8:00 A.M. and 4:00 P.M. The United States Government will perform the inspection within 48 hours after notification by the contractor. Final inspection falling on weekends or U.S. legal holidays will be done the following workday. Extension due to weekends or U.S. legal holidays will not be considered as part of the performance period.

PLACE OF PERFORMANCE

Services under this contract are required to be performed at the following location(s): Kanto Plain, Japan (Camp Zama, Sagamiara Family Housing Area, Sagami General Depot, Yokohama North Dock and Akasaka Press Center).

NOTICE TO PROCEED

The Notice to Proceed for individual project(s) in Task Order shall be issued by the government normally within 14 calendar days after award or as stated on each Task Order. In the latter case, the Contracting Officer reserves the right to determine the issue date of any notice to proceed.

CONTRACT PERIOD

Basic Period (three years): July 06, 2017-July 05, 2020

Option One Period (one year): July 06, 2020-July 05, 2021

Option Two Period (one year): July 06, 2021-July 05, 2022

Note: "One year" means a period of 365 calendar days or 366 calendar days when containing an extra day of leap year.

PERFORMANCE TIME FOR EACH PROJECT IN TASK ORDER

The Contractor shall schedule individual project work to be completed within the time specified in the negotiated task order in compliance with this contract. Clause will be incorporated into task order as appropriate. Examples are FAR 52.211-10, FAR 52.211-12 and FAR 52.211-13.

VEHICLE INSURANCE

Notwithstanding FAR 52.228-8 Liability and Insurance – Leases Motor Vehicles all Contractor's vehicles accessing Army installations must cover the automobile liability insurance in the types and minimum amounts specified below:

- (a) Bodily Injury ¥30,000,000 per person per occurrence, in addition to the Japanese Compulsory Insurance (JCI)
- (b) Property Damage ¥3,000,000 per occurrence

ACCEPTABLE SURETIES. Notwithstanding the statement contained in paragraph (d) of the clause, FAR 52.228-15, "Performance and Payment Bonds - Construction (OCT 2010)", concerning the acceptable corporate sureties appearing on the Treasury Department Circular 570, a corporate surety that has received official approval to execute bid bonds (Standard Form 24) and performance bonds (Standard Form 25) on United States Forces Japan construction projects from the Government of Japan will be considered an acceptable surety. Banks are not acceptable sureties; bid bonds and performance bonds executed by banks will be rejected.

PERFORMANCE BONDS – IDIQ CONSTRUCTION CONTRACTS

- a. Contract Performance Bond. A performance bond for the contract is not required.
- b. Task Order Performance Bonds

(1) The Government may require and direct the Contractor to provide performance bond protection when individual task orders are issued.

(2) Task orders priced at or under ¥15,000,000 do not require a performance bond.

(3) For task orders requiring a performance bond, the Contractor shall furnish to the Government all executed bonds (Standard Form 25), including any necessary reinsurance agreements, to the Contracting Officer, within ten (10) calendar days from the date of receipt of the task order, or otherwise specified by the Contracting Officer, but in any event, before starting work through issuance by the Contracting Officer of a Notice to Proceed (for each task order).

PERFORMANCE BOND

(a) The penal amount of performance bond (Standard Form 25) for individual task orders issued during the life of this contract shall be 100 percent of the contract price of each task order. The contractor shall submit the performance bond not later than 10 calendar days after award of task order. The contractor shall ensure the date for performance bond submission before the Notice to Proceed. No payment bond is required as modified in the clause at FAR 52.228-15, Performance and Payment Bonds - Construction, in Section 00 70 00.

(b) Failure by the contractor to submit the performance bond as stated above may constitute actionable grounds to invoke termination action pursuant to Section 00 70 00, Contract clause, FAR 52.249-10 entitled Default (Fixed-Price Construction).

(c) The cost for performance bonds required in this contract shall be included in the original proposal and no further adjustment to the contract shall be made. Corporate sureties who support the performance bonds shall be those authorized to underwrite such bonds by the Government of Japan.

PREPARATION OF PROGRESS SCHEDULES AND REPORTS

The schedules and reports prescribed by the clause at FAR 52.236-15, Schedules for Construction Contracts, in Section 00 70 00 shall be accomplished in all awarded negotiated task orders.

DEFINITION OF GOVERNMENT

As used in this solicitation/contract the term Government shall refer to United States Government unless express reference to a different named government is made. In addition, the words Federal, States, and municipal in the clause at FAR 52.236-7, Permits and Responsibilities, are hereby modified to read host government and its political subdivisions.

TASK ORDERS

(a) Pursuant to DFAR Clause 252.216-7006, Ordering, in Section 00 70 00, the following activity is the only office authorized to issue task orders for any supplies or services to be furnished under this contract.

U.S. ARMY ENGINEER DISTRICT, JAPAN
BLD 250, ROOM 147, CAMP ZAMA,
ZAMA-SHI, KANAGAWA-KEN 252-8511
JAPAN

(b) All task orders are subject to the terms and conditions of the contract. In the event of conflict between task order and this contract, the contract shall control.

(c) As the need arises for performance under the terms of this contract, the Contracting Officer or his authorized representative shall notify the Contractor of an existing requirement. Within 5 working days from this notification, the Contracting Officer and/or the Contract Administrator, the Civil Engineering representative, and the Contractor shall visit the proposed work site to review the scope of the requirement. The Government shall provide necessary information/design documents to determine the scope of work.

(d) After the site visit and discussion of the project requirement, the Contractor shall prepare its proposal by listing the sub-line items in the Exhibit applicable to the contract period and quantities required for

accomplishment of the work and submit it to the Contracting Officer. The time within which to submit the proposal after the site visit shall be as mutually agreed to between the Contracting Officer and Contractor, but in no case shall be more than 10 working days.

(e) The Contracting Officer shall evaluate the proposal, and conduct negotiations with the Contractor as required, and reach mutual agreement on such items as the individual sub-line items and quantities required to be performed.

(f) Task Orders shall be issued to the Contractor on DD Form 1155. See FAR 16.505(a)(7) for more details.

(g) After issuance of a task order and receipt of a performance bond by the government, a written Notice to Proceed (NTP) will be issued and contractor shall begin performance within 10 calendar days following receipt of the written NTP.

INCIDENTAL ITEMS

(a) The Government may require the provision of incidental items for projected task orders for supplies and services which are not covered by Unit Price items in Exhibits, and are required to complete the basic intent and general scope of the contract work. Incidental items shall be only required in support of unit price items and accomplishing the project within the scope of contract work. Incidental items shall be a firm fixed price for the proposed work. The Contractor shall base the proposal of incidental items, by one of the following methods: By submitting (1) the direct cost estimates (for material, labor and equipment); (2) published catalog prices; or (3) at least two written price quotes from subcontractors/suppliers, with any applicable overhead, G&A and profit. The contractor shall provide the basis to substantiate the proposed incidental item price.

(b) If the contracting officer determines to be necessary, the proposed unanticipated item price, inclusive of quantitative estimates or others to be necessary, will be negotiated. Upon completion of the negotiations, incidental item for the work shall be incorporated as well as unit price items for the project completion and so noted in each task order. No further adjustments to incidental item shall be made upon order issuance. The contractor shall perform unanticipated item at the negotiated price.

BASE DEFENSE ACT/WORKMAN'S COMPENSATION/WORK ON AN OVERSEAS INSTALLATION

This contract includes FAR 52.228-3, Workers' Compensation Insurance (Defense Base Act) (Apr 1984), and FAR 52.228-4, Workers' Compensation and War-Hazard Insurance Overseas (Apr 1984). FAR 52.228-3 applies only if the contractor has United States' citizen or national employees, regardless of whether they have SOFA status or a status of residence in Japan. FAR 52.228-4 applies if the contractor has non-United States' citizen or national employees. One or both clauses may apply to the contractor.

CLAUSES INCORPORATED BY REFERENCE